

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

**XIAO MA**  
P.O. Box 581  
Bedford, Massachusetts 02420

Plaintiff,

V.

**CAERVISION CORPORATION**  
4539 Metropolitan Court  
Suite 289  
Frederick, Maryland 21701

and

**CTCI, LLC**  
1 Pasquerilla Plaza, Suite 120  
Johnstown, Pennsylvania 15901

and

**AA MEDICA, LLC**  
1 Pasquerilla Plaza, Suite 120  
Johnstown, Pennsylvania 15901

Defendants.

\*\*\*\*\*

**COMPLAINT**

Plaintiff Xiao Ma (“Plaintiff”), by and through undersigned counsel, hereby files this Complaint against Defendant CaerVision Corporation (“CaerVision”), Defendant CTCI, LLC (“CTCI”), and Defendant AA Medica, LLC (“AA Medica”), stating as follows:

**PARTIES**

1. Plaintiff is a resident of Massachusetts.
2. Upon information and belief, Defendant CaerVision is a Delaware corporation with

its principle place of business at 4539 Metropolitan Court, Suite 289, Frederick, Maryland 21701, Defendant CaerVision provides substantial media goods and/or services to health providers/companies in Maryland and elsewhere, and Jack Zhang is Defendant CaerVision's CEO.

3. Upon information and belief, Defendant CTCI is a limited liability company organized under the laws of the Commonwealth of Pennsylvania with its principle place of business at 1 Pasquerilla Plaza, Suite 120, Johnston, PA 15901, Defendant CTCI provides substantial media goods and/or services to health providers/companies in Maryland and elsewhere, and Jack Zhang is an officer/agent of Defendant CTCI.

4. Upon information and belief, Defendant AA Medica is a limited liability company organized under the laws of the Commonwealth of Pennsylvania with its principle place of business at 1 Pasquerilla Plaza, Suite 120, Johnston, PA 15901, Defendant CTCI provides substantial media goods and/or services to health providers/companies in Maryland and elsewhere, and Jack Zhang is an officer/agent of Defendant AA Medica.

### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1332.

6. This venue is proper pursuant to 28 U.S.C. §1391(b), since a substantial part of the events or omissions giving rise to the claim occurred in this district and/or there is no district in which the action may otherwise be brought and at least one defendant is subject to personal jurisdiction in this Court.

### **STATEMENT OF FACTS**

7. Plaintiff invested \$500,000 in Defendants' business venture, in exchange for a 41% stake/interest in the business venture.

8. Subsequently, Plaintiff demanded the return of his investment, and Defendants agreed to return Plaintiff's money to him.

9. Accordingly, on or about November 22, 2013, Plaintiff and Defendants executed a Return of Capital and Release Agreement ("Return of Capital Agreement"). A copy of that Return of Capital Agreement is attached hereto as Exhibit A.

10. Pursuant to that Return of Capital Agreement, Plaintiff was to receive his full investment (\$500,000) by or before April 28, 2014 ("Final Payment Date"), and, in exchange, Defendants would receive back Plaintiff's 41% interest in the business venture.

11. On or about June 3, 2014, Plaintiff and Defendants executed an amendment to the Return of Capital Agreement ("First Amendment"). A copy of the First Amendment is attached hereto as Exhibit B. As stated in the First Amendment, as of April 3, 2014, Defendants had paid Plaintiff \$150,000 of the amounts owed.

12. Pursuant to the First Amendment, the parties agreed to extend the Final Payment Date to December 1, 2014, with Defendants required to make payments totaling \$350,000 in \$50,000 installments, starting on June 6, 2014, and continuing thereafter on July 1, 2014, August 1, 2014, September 1, 2014, October 1, 2014, November 1, 2014, and December 1, 2014.

13. Defendants failed to make the November 1<sup>st</sup> and December 1<sup>st</sup> installments. Accordingly, to date, Defendants have paid \$400,000 to Plaintiff, leaving an unpaid balance due and owing to Plaintiff of \$100,000.00. *See* Plaintiff's Affidavit, attached hereto as Exhibit C.

14. Pursuant to Paragraph 11 of the Return of Capital Agreement, Plaintiff is entitled to his attorneys' fees/costs. Pursuant to Paragraph 3 of the First Amendment, Defendants agreed to pay a late fee of 5% of any unpaid amounts (\$5,000).

**COUNT I**  
**(Breach of Contract)**

15. Plaintiff incorporates herein by reference Paragraphs 1-14.

16. Plaintiff and Defendants entered into a contractual agreement(s) whereby Defendants agreed to pay Plaintiff \$500,000 by December 1, 2014, in exchange for Plaintiff returning his 41% stake/interest in Defendants' business venture.

17. Plaintiff has satisfied all conditions precedent under the contract(s)/agreement(s).

18. Defendants have materially breached the agreement(s) with Plaintiff by failing to pay Plaintiff the remaining \$100,000.00 due and owing to Plaintiff.

WHEREFORE, Plaintiff Xiao Ma respectfully requests that this Court enter judgment in its favor against Defendants CaerVision Corporation, CTCI, LLC, AA Medica, LLC, jointly and severally, in the amount of \$100,000.00, late fees of \$5,000, plus reasonable attorneys' fees/costs, costs, pre-judgment interest at the legal rate, and post-judgment interest.

**COUNT II**  
**(Account Stated)**

19. Plaintiff incorporates herein by reference Paragraphs 1-18.

20. As demonstrated by Exhibits A and/or B, Defendants have definitively acknowledged a subsisting debt owed and immediately payable to Plaintiff.

21. Specifically, Defendants have admitted that a present existing debt is owed to Plaintiff of \$100,000.00.

WHEREFORE, Plaintiff Xiao Ma respectfully requests that this Court enter judgment in its favor against Defendants CaerVision Corporation, CTCI, LLC, AA Medica, LLC, jointly and severally, in the amount of \$100,000.00, plus reasonable attorneys' fees/costs, costs, pre-judgment

interest at the legal rate, and post-judgment interest.

Respectfully Submitted,

/s/  
\_\_\_\_\_  
Brian M. Maul, Bar No. 28198  
The Law Office of Brian M. Maul, LLC  
47 E. South Street, Suite 401  
Frederick, Maryland 21701  
Phone: (301) 378-2569  
Fax: (301) 378-8149  
[brian@bmaullaw.com](mailto:brian@bmaullaw.com)  
Counsel for Plaintiff